



2021 SPECIAL WASTE HAULING PERMIT APPLICATION

Business Name: Waste Management Inc., of Florida

Owner's Name: Waste Management Inc., of Florida

Business Location:

13022 Hays Rd, Spring Hill, FL 34610

Mailing Address: Same

Telephone Number: (813) 996-1516

Emergency Number: (609) 352-2307

Branch locations: WM of Pasco

13022 Hays Rd, Spring Hill, FL 34610

If a Corporation, the names and addresses of Officers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Continue on separate sheet, if necessary)

Mailing address of Corporation: 1001 Fannin St,  
Houston TX 77002

Manager's Mailing Address: 13022 Hays Rd  
Spring Hill, FL 34610

Manager's e-mail Address: gtoke@wm.com

Full description of each vehicle and all equipment to be used for collections:

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The following information must accompany this application:

1. Written permission from the proper governing body to use the disposal site (Pasco County Landfill).
2. Name, address, age and exact duties of all employees who will be working within the city limits.
3. The number of accounts served, including any you plan to contract with, and a breakdown by classification as to whether residential, commercial or industrial accounts.
4. A complete rate schedule along with a statement by the applicant that any change in rates will be filed with the City Clerk at least 30 days prior to effective date of change.
5. A statement by the applicant that collection of garbage, trash and refuse shall be available for each account at frequency of no less than two (2) times per week, at intervals of not less than three (3) calendar days between collections or at such other frequencies and intervals of time as the applicant and the customers shall agree upon.
6. A statement by applicant that all collection equipment shall be of a type generally manufactured for the collection of refuse.
7. Certificate of insurance coverage complying with requirements as set forth in Section 10-42 (4) of New Port Richey City Code Chapter 10, Article II, Division 2, stating that "Such person shall

(4) Be insured by a comprehensive liability insurance policy in an amount not less than one hundred thousand dollars (\$100,000.00) per person bodily injury, three hundred thousand dollars (\$300,000.00) per occurrence, and twenty-five thousand (\$25,000.00) property damage per occurrence, and that the employees of such person are properly insured as required by F.S. Chapter 440, and that the insurance shall be evidenced by delivering a certificate of such insurance with the application for such a permit."

8. A permit fee of \$500.00 payable to the City of New Port Richey, Florida.

  
\_\_\_\_\_  
Signature of Applicant

George Torre  
\_\_\_\_\_  
Print Name of Applicant

11/18/20  
\_\_\_\_\_  
Date

Attachments: Ordinance No. 2017-2111  
Resolution No. 2017-02



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)  
12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Indemnity Insurance Co of North America		43575
INSURER C : ACE Fire Underwriters Insurance Company		20702
INSURER D : ACE Property & Casualty Insurance Co		20699
INSURER E :		
INSURER F :		

INSURED  
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:  
WASTE MANAGEMENT INC. OF FLORIDA  
3411 NORTH 40TH STREET  
TAMPA FL 33605

**COVERAGES**

CERTIFICATE NUMBER: 11039160

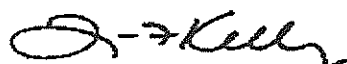
REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO: <input type="checkbox"/> JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71237345	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25290008	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 005	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C66043058 (AOS) WLR C66043010 (AZ, CA & MA) SCF C66043095 (WI)	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25289961	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**

<b>11039160</b>  CITY OF NEW PORT RICHEY 5919 MAIN STREET NEW PORT RICHEY FL 34652	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

# City of New Port Richey

## Number of accounts served:

- a) Commercial – 38
- b) Residential – 227
- c) Industrial - 2

## Rate Schedules

### a) Commercial

- i. The rate schedule is listed below:

Service Levels	Service Frequency							XPU
	EOW	1	2	3	4	5	6	
2 Yard FEL Container	\$24.00	\$34.00	\$58.00	\$79.00	\$94.00	\$118.00	\$142.00	\$24.00
4 Yard FEL Container	\$34.00	\$52.00	\$94.00	\$142.00	\$187.00	\$209.00	\$251.00	\$42.00
6 Yard FEL Container	\$48.00	\$70.00	\$126.00	\$187.00	\$251.00	\$275.00	\$329.00	\$56.00
8 Yard FEL Container	\$52.00	\$83.00	\$167.00	\$251.00	\$335.00	\$366.00	\$439.00	\$84.00

### b) Residential

- i. Base rate is \$16.81 for twice weekly curbside garbage collection and once a week for recycle collection.

### c) Industrial

- i. All industrial customers are priced individually depending on type and frequency of service.

Emplid	Name	Jobcode	Jobcode Name	Birthdate	Address1	Address2	City	State	Postal
303874	Andrews,Kyle R	1042	Driver Commercial	07/15/93	9355 Sunshine Blvd		New Port Richey	FL	34654
137241	Chinigo Jr,Francis A	1042	Driver Commercial	11/06/68	15807 Leatherleaf Lane		Land O Lakes	FL	34638
200395	Densmore,Christopher C	1042	Driver Commercial	09/22/75	9716 Chris St		Hudson	FL	34669
138341	Maura Jr,Douglas	1042	Driver Commercial	10/11/71	4031 Bramblewood Loop		Spring Hill	FL	34609
163018	Roberts,Don M	1042	Driver Commercial	05/12/68	9506 Glen Moor Lane		Port Richey	FL	34668
184556	Steigerwald,Joseph M	1042	Driver Commercial	11/27/67	1752 Font Lane		Holiday	FL	34691
184229	Stump,Bradley D	1042	Driver Commercial	02/28/75	13055 Sweet Gum Road		Brooksville	FL	34613
278993	Tarczynski Sr,Timothy J	1042	Driver Commercial	10/24/64	3616 Bedford Street		New Port Richey	FL	34652
292779	Coughlin,Scott	1048	Driver Residential	04/21/79	1493 Heritage Drive		Spring Hill	FL	34606
259967	Daniel,Kurtis N	1048	Driver Residential	11/16/75	8031 San Fernando Drive		Port Richey	FL	34668
239107	Garcia,Humberto	1048	Driver Residential	08/15/64	10101 Elgin Blvd		Spring Hill	FL	34608
278373	Nitz,Michael E	1048	Driver Residential	05/17/87	13420 Parkwood Street		Hudson	FL	34669
201823	Thomas,Timothy B	1048	Driver Residential	03/08/69	11143 Persimmon Avenue		Weeki Wachee	FL	34614
190546	Cody,Kenneth J	1050	Driver Rolloff	11/17/69	14442 Dusky Warbler Rd		Weeki Wachee	FL	34614
165445	Kyler,David S	1050	Driver Rolloff	06/01/64	5301 Boswell Road		Spring Hill	FL	34608
304107	Mantione,Matthew	1050	Driver Rolloff	01/11/77	17846 Bosley Dr		Spring Hill	FL	34610
217304	Ogden,Jeffery S	1050	Driver Rolloff	07/30/66	7410 Parkersburg Dr.		Wesley Chapel	FL	33545
014573	Schultz,Darrell	1050	Driver Rolloff	07/26/66	12244 Canyon Blvd.		Spring Hill	FL	34610
307749	Genereau,Richard L	1054	Driver Swing	12/18/88	6343 Nashua Dr		Port Richey	FL	34668
197406	Thomas,Michael L	1056	Driver Swing - Rolloff	12/30/70	18027 Williams Loop		Land O Lakes	FL	34638
034237	Hawk II,Charles E	2410	Driver-Non Exp Residential	11/03/74	1451 West Jackson Hill Court		Lecanto	FL	34461
278907	Kinison Jr.,Larry W	2410	Driver-Non Exp Residential	12/12/78	2551 Cheval Drive		Holiday	FL	34690
289134	Schleich,Dennis	2410	Driver-Non Exp Residential	11/28/88	1362 Giles Avenue		Spring Hill	FL	34608

SITE	USING_DEPT_NAME	UNIT_NO	YEAR	MAKE	MODEL	LICENSE	SERIAL_NO
S03796	WM of Pasco County	208530	2006	MACK	MR688S	P9576C - FL	1M2K195C66M029660
S03796	WM of Pasco County	208953	2007	MACK	MR688S	N40-73X - FL	1M2K195C37M037345
S03796	WM of Pasco County	209264	2007	MACK	MR688S	N9376V - FL	1M2K195CX7M039240
S03796	WM of Pasco County	214347	2019	AUTOCAR	ACX64	P9603C - FL	5VCACLCE2KC2229935
S03796	WM of Pasco County	214358	2019	AUTOCAR	ACX64	P9518C - FL	5VCACLCE7KC2229946
S03796	WM of Pasco County	214385	2019	AUTOCAR	ACX64	P9592C - FL	5VCACLCEXKC2229973
S03796	WM of Pasco County	215193	2020	AUTOCAR	ACX64	P4962D - FL	5VCACLCE9LC232719
S03796	WM of Pasco County	215194	2020	AUTOCAR	ACX64	P9937D - FL	5VCACLCE5LC232720
S03796	WM of Pasco County	215195	2020	AUTOCAR	ACX64	P5444D - FL	5VCACLCE7LC232721
S03796	WM of Pasco County	215196	2020	AUTOCAR	ACX64	P5445D - FL	5VCACLCE9LC232722
S03796	WM of Pasco County	215197	2020	AUTOCAR	ACX64	P9932D - FL	5VCACLCE0LC232723
S03796	WM of Pasco County	308364	2003	FREIGHTLIN	FL112	N9583Z - FL	1FVHBGA863HL77775
S03796	WM of Pasco County	312570	2014	PETERBILT	320	N3259X - FL	3BPZL70X4EF223929
S03796	WM of Pasco County	313136	2019	AUTOCAR	ACX64	P9653C - FL	5VCACLCE7KC2229543
S03796	WM of Pasco County	313137	2019	AUTOCAR	ACX64	P9646C - FL	5VCACLCE9KC2229544
S03796	WM of Pasco County	313138	2019	AUTOCAR	ACX64	P9670C - FL	5VCACLCE0KC2229545
S03796	WM of Pasco County	313139	2019	AUTOCAR	ACX64	P9671C - FL	5VCACLCE2KC2229546
S03796	WM of Pasco County	313527	2020	MACK	TE64E	P1003E - FL	1M2TE7GC0LM001245
S03796	WM of Pasco County	402932	1998	MACK	DM690S	P4508B - FL	1M2B209C6WM023957
S03796	WM of Pasco County	405777	1999	MACK	RD688S	N2985U - FL	1M2P267C2XM047511
S03796	WM of Pasco County	406440	2000	MACK	RD688S	N6872Z - FL	1M2P267C2YM049857
S03796	WM of Pasco County	410552	2000	MACK	RD690S	P9581C - FL	1M2P264CXYM030574
S03796	WM of Pasco County	411599	2005	MACK	CV713	N1821Y - FL	1M2AG11C85M021334
S03796	WM of Pasco County	414339	2001	MACK	RD600	P9574C - FL	1M2P267CX1M060112
S03796	WM of Pasco County	417502	2020	PETERBILT	348	P5408D - FL	1NP3L20X9LD721663
S03796	WM of Pasco County	604862	2001	FORD	F250	ENCC48 - FL	1FTNF20F61EA59417
S03796	WM of Pasco County	610649	2018	FORD	F150	IVPA93 - FL	1FTEWIC58JKC57740
S03796	WM of Pasco County	610655	2018	FORD	F150	IVPP14 - FL	1FTEW1C53JFB73866
S03796	WM of Pasco County	632084	2002	INTL	4900	DEJR24 - FL	1HTMKAANX2H547568
S03796	WM of Pasco County	674691	2016	FORD	F450	1VPW78 - FL	1FDTF4GTXGED49145

## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into as of this 1st day of January, 2021 (the "Effective Date") by and between the CITY OF NEW PORT RICHEY, FLORIDA, a Florida municipal corporation (the "City") and Waste Management Inc., of Florida, whose principal address is 13022 Hays Rd, Spring Hill, FL 34610 (Franchisee)(collectively, the "Parties").

### WITNESSETH

WHEREAS, Franchisee desires to engage in the business enterprise of collecting, transporting, or disposing of garbage, trash or refuse ("Waste Hauling Services") within the City and to use the City's street, alleys and rights-of-way for such purpose; and

WHEREAS, Franchisee has been granted a special permit by the City's council; and

WHEREAS, Franchisee recognizes and acknowledges the privileges and benefits it receives by entering into this Agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true, correct, and incorporated herein by reference.
2. **Issuance of Franchise.** By executing this Agreement, the City hereby issues a revocable, non-exclusive franchise that authorizes the Franchisee to provide Waste Hauling Services in the City, subject to the requirements of this Agreement and Section 10 of the New Port Richey City Code. The franchise granted herein may be suspended, revoked, or terminated in accordance with the terms of this Agreement and the New Port Richey City Code. The franchise granted herein shall expire or terminate when this Agreement expires or terminates.
3. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall expire December 31<sup>st</sup> of the same year at 11:59pm, unless terminated sooner pursuant to the terms herein or in Section 10 of the New Port Richey City Code.

4. **Renewal of Agreement.** This Agreement may be renewed by the Parties upon written mutual consent. Franchisee shall provide the City with a notice of its intent to renew this Agreement by November 1. The City shall review Franchisee's notice and determine whether Franchisee has demonstrated its ability to comply with the terms of this Agreement and Section 10 of the New Port Richey City Code. Any and all renewals shall be memorialized in writing by executing a franchise agreement for the coming year in the form most recently adopted by the City's council.

5. **City's Responsibilities and Obligations.**

- a. *Maintenance of Public Improvements.* The City agrees to maintain, to the best of its ability and in its sole discretion, the public streets, rights-of-way and infrastructure used by Franchisee in performing Waste Hauling Services. Notwithstanding the foregoing, nothing contained herein shall be construed to convey a covenant that the City will take any specific action with respect to its public streets, rights-of-way and infrastructure at the direction of Franchisee or to waive the City's decisions in such maintenance.
- b. *City Rights.* Despite the City's reservation of rights to provide its services, including but not limited to Waste Hauling Services, the City hereby agrees that it will not provide Waste Hauling Services while this Agreement is in effect.

6. **Franchisee's Responsibilities and Obligations.**

- a. *Compliance with Laws.* Franchisee shall comply at all times with all requirements set forth in this Agreement, Section 10 of the New Port Richey City Code, as well as any and all laws, rules, regulations, ordinances, and orders of regulatory bodies applicable to Waste Hauling Services.
- b. *Bond.* Franchisee shall file a bond with the City in the amount of [ \$ 10,000 ] to ensure that Franchisee will perform its obligations under this Agreement and comply with all obligations of this Agreement, the New

Port Richey City Code, and all other laws, rules, regulations, and ordinances (the "Bond"). The Bond is attached hereto as **Exhibit A**. Franchisee shall maintain the Bond in full force and effect at all times during the term of this Agreement.

- c. *Franchise Fees.* Franchisee shall pay as compensation to the City, for the rights, privileges, and benefits granted hereunder and for costs associated herewith, a monthly fee (the "Franchise Fee") equal to ten percent (10%) of Franchisee's collected revenues for the preceding month, for all months in the application year this covers.

For purposes of this calculation, collected revenues shall consists of all revenues Franchisee has collected from its customers for providing Waste Hauling Services within the City, but does not include collection of franchise fees from its customers.

- d. *Payment of Franchise Fee.* The Franchise Fee shall be due forty-five (45) days after the end of each month in which Franchisee provided Waste Hauling Services under this Agreement. If the 45<sup>th</sup> day falls on a Saturday, Sunday, or federal or state holiday, payment may be received the following business day. Each payment shall be accompanied by a statement of Franchisee's collected revenues in a form prescribed by the City's finance department which shall be attached hereto as **Exhibit B**. The Franchise Fee shall be remitted to the address below:

City of New Port Richey  
Billing & Collections Dept.  
P.O. Box 2079  
New Port Richey, Florida 34656-2079

All amounts paid shall be subject to confirmation by the City. Acceptance of payment shall not be construed as an accord that the amount paid is the correct amount, nor shall acceptance of payment be construed as a release of any claim the City may have.

- e. *Failure to Pay Franchise Fee.* Franchisee's failure to pay the Franchise Fee in compliance with this Agreement shall constitute a material default under this Agreement, which may result in suspension or revocation of this Agreement and the franchise granted hereunder. The City may pursue all remedies now available or hereafter arising for the collection of any delinquent Franchise Fees. Payments not received by the due date may be assessed an administrative fee, late fee, or interest in accordance with the New Port Richey City Code until the total unpaid amount due and owing is paid in full.
  
- f. *Books and Records.* Franchisee agrees to make all of its books and records concerning this Agreement available to the City or its designee for inspection, copying, and audit. The City agrees to provide written notice prior to any such inspection. Franchisee shall maintain its records for at least three (3) years after the termination of this Agreement, however terminated.

7. **Liability Insurance.** Franchisee shall obtain and maintain insurance throughout the entire term of this Agreement in accordance with Section 10 of the New Port Richey City Code. Franchisee's certificate evidencing the required insurance shall be attached to this Agreement as **Exhibit C**.

8. **Regulation of Waste Hauling Services.**

- a. *Hours of Collection.* The authorized hours of collection within the City are between the hours of 6:00am and 7:00pm. For residential areas, collection may only occur on Monday and Thursday, unless falling on a holiday as provided in section 10-25 of the New Port Richey City Code, and any day except Sunday for commercial or multi-family dwellings.
  
- b. *Routes of Travel.* To the greatest extent practicable, all of Franchisee's collection vehicles shall travel on major thoroughfares, without using side streets, when providing waste hauling services.

- c. *Equipment.* All vehicles, equipment, and containers used to provide Waste Hauling Services shall be maintained at all times in a clean, sanitary, and neat condition, and in good repair. All of Franchisee's vehicles, equipment, and containers shall be maintained and operated in a manner to ensure the safety of the citizens of the City. All of Franchisee's collection vehicles, equipment, and containers shall bear Franchisee's name and current phone number.
  
- d. *Weights of loads hauled.* The total gross weight of any loaded vehicle used by the Franchisee in the City in connection with the Waste Hauling Services shall not exceed the maximum gross weight allowed under any applicable federal, state, or local laws.
  
- e. *Prohibited materials and wastes.* Franchisee shall use all reasonable measures to prevent prohibited materials from being collected, transported, or disposed of in a manner that poses a threat to human health, public safety, or the environment. Franchisee shall not collect prohibited materials in the City. Franchisee shall promptly notify the City if a person places prohibited materials out for collection by the Franchisee. The requirements and prohibitions in this paragraph apply to cases in which Franchisee knew, or reasonably should have known that the Franchisee was collecting, transporting, delivering, or disposing of prohibited materials.
  
- f. *City's Right to Inspect.* The City shall have the right to inspect Franchisee's equipment, vehicles, and containers at all times. Franchisee shall allow the City's representatives to enter Franchisee's property for the purpose of conducting such inspections. The City's representatives shall provide appropriate identifications, and shall comply with Franchisee's normal procedures for the protection of health and safety when conducting inspections on Franchisee's property. The City shall provide reasonable advance notice before conducting an inspection on Franchisee's property, and shall conduct such inspection during Franchisee's normal business hours, unless the City is responding to an emergency or other situation that poses a threat to public health or safety.

9. **Termination.** The City may suspend or revoke (terminate) this Agreement if Franchisee fails to comply with any of the requirements in this Agreement or Chapter 10 of the New Port Richey City Code. Other grounds for the suspension or revocation of the Agreement are set forth in section 10-47 (Revocation or Suspension) of the New Port Richey City Code, as may be amended. The City may suspend the franchise granted herein for a stated period of time, place franchisee on probation, or place other conditions on Franchisee as the City deems necessary in its sole discretion. Franchisee shall be responsible for paying all costs, expenses, attorney's fees and damages the City incurs as a result of Franchisee's failure to comply with the requirements of this Agreement or Chapter 10 of the New Port Richey City Code.
10. **Indemnification.** The Parties recognize that they are independent contractors. Franchisee agrees to assume liability for and indemnify, hold harmless, and defend the City, its council members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of the City, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of the City, its officers, employees, agents, and attorneys. This includes claims made by the employees of Franchisee and Franchisee hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The liability hereunder shall include all attorneys' fees and costs incurred by the City in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which the City may be entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

## 11. Miscellaneous.

- a. *Provisions Cumulative.* All provisions, requirements, and covenants of this Agreement are cumulative and concurrent with Chapter 10 of the New Port Richey City Code, as may be amended from time to time, and are not exclusive of any provisions, requirements, or covenants contained in Chapter 10 of the New Port Richey City Code, as may be amended from time to time.
- b. *Public Records.* To the extent required Section 119.0701, Florida Statutes, Franchisee shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform Waste Hauling Services; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the City all public records in possession of Franchisee within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Franchisee does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.
- c. *No Assignment.* Franchisee shall not assign or transfer this agreement, in whole or in part, except upon prior written approval of the City.
- d. *Amendments.* The Parties acknowledge that this Agreement may only be amended by mutual consent of the Parties. All amendments to this

Agreement shall be ineffective and unenforceable, unless reduced to writing and approved and executed by the Parties.

- e. *Notices.* All notices, demands, requests for approvals or other communications given by any party to the other party shall be in writing and shall be (a) hand delivered, (b) sent by registered or certified mail, postage prepaid, return receipt requested, (c) sent by a recognized nation overnight courier service to the respective addresses below:

**For the City:**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For the Franchisee:**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Until notice of a change of address is received as to a party, the other party may rely upon the last address given. Notices given by hand delivery shall be effective when delivered. Notices given in compliance with the requirements herein, and delivered by registered or certified mail, or by overnight courier service shall be effective on the date sent. Either party may change its authorized representative and address, as designated in this section, at any time by giving written notice to the other party.

- f. *Waiver.* The failure of either party to promptly or continually insist upon strict performance of any term, covenant, condition, or provision of this Agreement, or any exhibit hereto, shall not be deemed a waiver of any right or remedy that the party may have, and shall not be deemed a waiver of a subsequent default or non-performance of such term, covenant, condition,

or provision. To be effective, a waiver shall be in writing and signed by the party granting the waiver. Any such waiver shall be limited to the particular right so waived, and shall not be deemed to waive any other right.


- g. *Applicable Law and Venue.* The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall solely be in the Sixth Judicial Circuit, in and for Pasco County, Florida, for state actions and solely in the United States District Court for the Middle District of Florida for federal actions, to the exclusion of any other venue.
- h. *Entire Agreement.* This agreement and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties, and shall supersede and control over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.
- i. *Severability.* If any term or provision of this Agreement, or the application thereof to any person or circumstance is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, including any valid portion of the invalid term or provision, and the application of such invalid term or provision to circumstances shall be deemed severable and shall not be affected thereby and shall, with the remainder of this Agreement, continue unmodified and in full force and effect.
- j. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed and original, but all of which shall constitute a single instrument.
- k. *Third Party Beneficiaries.* The rights and obligations of the Parties set forth in this Agreement are personal to the Parties. No third parties are entitled to rely on or have an interest in any such rights and obligations, including the general public.

1. *Authorization.* The Parties represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party. The undersigned individuals represent and warrant that they have full power and authority to execute this Agreement on behalf of their respective parties and to bind their respective parties to the terms hereof.

**[Remainder of this page left blank – Signature Pages Follow]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date listed below.

FRANCHISEE

By:   
Print Name: George Toke  
Title: District Manager  
Date: 11/18/20

CITY OF NEW PORT RICHEY, FLORIDA

[Seal]

By: \_\_\_\_\_  
City Manager  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

Franchisee's filed bond with the City

EXHIBIT B

MONTHLY WASTE HAULER FRANCHISE FEE

Company Name: Waste Management Inc., of Florida


Address: 13022 Hays Road

City, State and Zip Code: Spring Hill, FL 34610

Waste Hauler Report for Month Ending: \_\_\_\_\_

Revenues collected during month:	\$ -
Franchise Fee:	10.00%
Total Fee Due:	\$ -

I hereby remit the enclosed franchise fee and affirm that the information herein presented is true and correct.

Signature:  Date Prepared: 11/18/20  
Print Name: George TOKE  
Title: District Manager

Please include this form with your payment.



SUBMIT TO: City of New Port Richey  
Billing & Collections Dept.  
P. O. Box 2079  
New Port Richey, FL 34656-2079

**EXHIBIT C**

Franchisee's certificate evidencing the required insurance